

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
CORE SCIENTIFIC, INC., et al.,	§	Case No. 22-90341 (DRJ)
	§	
	§	(Jointly Administered)
Debtors.¹	§	Re: Docket No. [●]

**ORDER (I) APPROVING ASSUMPTION
OF (A) UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES AND (B) AN
EXECUTORY CONTRACT, AS AMENDED AND (II) GRANTING RELATED RELIEF**

Upon the motion, dated June 28, 2023 (the “**Motion**”),² of Core Scientific, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to sections 365(a), 365(d)(4), and 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure, for entry of an order (i) approving the Debtors’ assumption of all Unexpired Leases under which the Debtors are lessees, including the Unexpired Leases set forth on **Exhibit 1** attached hereto, in each case with assumption of the Unexpired Leases being deemed effective as of the 365(d)(4) Deadline, (ii) authorizing the Debtors to (a) enter into the Denton Lease Amendment and the Denton PPA Amendment and (b) assume the Denton Lease, as amended by the Denton Lease Amendment, and the Denton PPA, as amended by the Denton PPA Amendment, and (iii) granting related relief, as

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions, VII, LLC (3198). The Debtors’ corporate headquarters and service address is 210 Barton Springs Road, Suite 300, Austin, Texas 78704.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Motion.

more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice needs be provided; and the Court having reviewed the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Debtors are authorized to assume all Unexpired Leases, including the Unexpired Leases listed on **Exhibit 1** attached hereto, which shall be deemed effective as of the 365(d)(4) Deadline. For the avoidance of doubt, to the extent any Unexpired Leases are not included in **Exhibit 1**, the Debtors are hereby authorized to assume any such Unexpired Leases.

2. The Debtors are authorized to (i) enter into the Denton Lease Amendment and the Denton PPA Amendment and (ii) assume the Denton Lease, as amended by the Denton Lease Amendment, and the Denton PPA, as amended by the Denton PPA Amendment.

3. The Debtors are authorized, but not directed, to perform all of their obligations under the Assumed Leases and Contract, and implement the actions contemplated thereby, including payment of any expenses associated with such assumption and payment of any amounts that become due and owing in the ordinary course of business.

4. Within three (3) business days of the date hereof, or as soon as reasonably practicable thereafter, the Debtors shall pay to the applicable counterparty the Cure Amounts set forth on **Exhibit 1** under the column heading, “Cure Amount (\$’s),” which payments shall constitute full and final satisfaction of any and all defaults under the Assumed Leases and Contract, whether monetary or non-monetary.

5. Following the Debtors’ payment of the Cure Amount identified on **Exhibit 1** relating to the Denton Lease, parties to the Denton Lease shall enter into the Denton Lease Amendment and the Denton PPA Amendment, and the assumption of the Denton Lease, as amended by the Denton Lease Amendment, and the Denton PPA, as amended by the Denton PPA Amendment shall be deemed effective as of the 365(d)(4) Deadline. Upon entry into the Denton Lease Amendment and Denton PPA Amendment, each shall be deemed effective and enforceable by both parties thereto as of the 365(d)(4) Deadline.

6. Assumption of Assumed Leases and Contract or payment of an associated Cure Amount does not represent (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver or limitation of the Debtors’ or any party in interest’s rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors’ or any party in interest’s rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) an agreement or obligation to pay any claims, (v) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (vi) an admission by the Debtors that any instruments constitute an Unexpired Lease or executory contract, except for the Unexpired Leases identified on **Exhibit 1**. The Debtors rights to object to or challenge whether any instrument constitutes an Unexpired Lease or executory contract shall be reserved.

7. The Debtors have provided adequate assurance of future performance under the Assumed Leases and Contract to the extent required pursuant to section 365(b) of the Bankruptcy Code.

8. The Debtors are authorized to take all actions necessary or appropriate to implement the relief granted in this Order.

9. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

10. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

Dated: _____, 2023
Houston, Texas

THE HONORABLE DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Schedule of Leases

Contract Counterparty Name	Debtor	Lease Description	Address of Leased Real Property	Date of Proposed Assumption	Cure Amount (\$'s)
Dalton-Whitfield County Joint Development Authority	Core Scientific Operating Company (formerly known as Core Scientific, Inc.)	Lease Agreement, dated December 1, 2018, by and between Dalton-Whitfield County Joint Development Authority, as lessor, and Core Scientific Operating Company (formerly known as Core Scientific, Inc.), as lessee	206 Boring Drive, Dalton, GA 30721	July 19, 2023	\$0
Dalton-Whitfield County Joint Development Authority	Core Scientific Operating Company (formerly known as Core Scientific, Inc.)	Lease Agreement, dated December 1, 2018, by and between Dalton-Whitfield County Joint Development Authority, as lessor, and Core Scientific Operating Company (formerly known as Core Scientific, Inc.), as lessee	2205 South Industrial Rd, Dalton, GA 30721	July 19, 2023	\$0

Contract Counterparty Name	Debtor	Lease Description	Address of Leased Real Property	Date of Proposed Assumption	Cure Amount (\$'s)
Minnkota Power Cooperative, Inc.	Core Scientific Operating Company (formerly known as Core Scientific, Inc.)	(Ground Lease) Prairie Site Ground Lease Agreement with Option to Purchase, dated September 30, 2021, by and between Minnkota Power Cooperative, Inc., as lessor, and Core Scientific Operating Company (formerly known as Core Scientific, Inc.), as lessee	5601 11th Avenue South, Grand Forks, ND 58201	July 19, 2023	\$0
Minnkota Power Cooperative, Inc.	Core Scientific Operating Company (formerly known as Core Scientific, Inc.)	(Commercial Lease) Prairie Site Ground Lease Agreement with Option to Purchase, dated September 30, 2021, by and between Minnkota Power Cooperative, Inc., as lessor, and Core Scientific Operating Company	5601 11th Avenue South, Grand Forks, ND 58201	July 19, 2023	\$9,331.79

Contract Counterparty Name	Debtor	Lease Description	Address of Leased Real Property	Date of Proposed Assumption	Cure Amount (\$'s)
		(formerly known as Core Scientific, Inc.), as lessee			
City of Denton	Core Scientific Operating Company (formerly known as Core Scientific, Inc.) as	Lease Agreement, dated as of September 3, 2021, by and between City of Denton, as lessor, and Core Scientific Operating Company (formerly known as Core Scientific, Inc.), as lessee	8171 Jim Christal Road, Denton, TX 76207	July 19, 2023	\$1,547,748.03
Jobe Ranch Family Limited Partnership	Core Scientific Operating Company (formerly known as Core Scientific, Inc.) as	Term Surface Lease Agreement for Data Center Site, dated November 15, 2021, by and between Jobe Ranch Family Limited Partnership, as lessor, and Core Scientific Operating Company (formerly known as Core Scientific, Inc.), as lessee	1851 FM 2119, Pecos, TX 79772	July 19, 2023	\$0

Contract Counterparty Name	Debtor	Lease Description	Address of Leased Real Property	Date of Proposed Assumption	Cure Amount (\$'s)
Worksmith, Inc.	Core Scientific, Inc.	Sublease with Continuing Liability of Lessee and Assumption and Indemnity by Sublessee, dated January 26, 2022, as amended by that certain First Amendment to Sublease Agreement, dated as of September 14, 2022, each by and between Worksmith, as sublessor, and Core Scientific, Inc., as sublessee	210 Barton Springs Road, Austin, TX	July 19, 2023	\$0